

**STATE OF MARYLAND**  
**OFFICE OF THE ATTORNEY GENERAL**  
**REQUEST FOR PROPOSALS**  
**TO SERVE AS**  
**SPECIAL BOND COUNSEL**  
**RFP # 20-OAGSTO-0001**  
**DUE DATE: JANUARY 8, 2021**  
**BY 4:00 PM LOCAL TIME (E.S.T.)**

Issued: December 9, 2020

## **KEY INFORMATION SUMMARY SHEET**

**State of Maryland  
Office of Attorney General  
Request for Proposals  
To Serve As  
Special Bond Counsel  
RFP #20-OAGSTO-001**

**Procurement Officer:** David P. Chaisson  
Tel.: (410) 260-7248  
Email: [dchaisson@treasurer.state.md.us](mailto:dchaisson@treasurer.state.md.us)

**Submit Proposals to:** State of Maryland  
Office of the Attorney General  
Attn: David P. Chaisson, Legal Division  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 400  
Annapolis, Maryland 21401  
Email: [dchaisson@treasurer.state.md.us](mailto:dchaisson@treasurer.state.md.us)

**Solicitation Issue Date:** December 9, 2020

**Deadline for Receipt of Questions:** Wednesday, December 23, 2020, no later than 10:00 am EST

**Proposal Due Date and Time:** Friday, January 8, 2021, no later than 2:00 pm EST

**Oral Presentations:** Week of January 18, 2021

**Tentative Contract Award:** January 29, 2021

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- A – Minimum Qualifications
- B-1 – Bid/Proposal Affidavit (to be completed and returned with Technical Proposal)
- C-1 – Conflict of Interest Provisions
- C-2 – Conflict of Interest Affidavit (to be completed and returned with Technical Proposal)
- D-1 – Living Wage Requirements
- D-1 – Living Wage Affidavit
- E – Price Proposal Form (to be completed and returned in separate sealed envelope)
- F – Form Contract
- G – Contract Affidavit

## **I. PROCUREMENT INFORMATION**

### **1.1 Summary Statement**

On behalf of the Maryland Board of Public Works (“BPW”) and the Maryland State Treasurer’s Office (“STO”), the Office of Attorney General (“OAG”) is soliciting proposals from qualified law firms experienced in municipal finance to provide the following services:

- (i) bond counsel services for the BPW in connection with the sale and issuance of the State’s general obligation bonds and certain special obligation bonds (including tax-exempt, taxable, tax-credit, and refunding bonds, in fixed and variable interest rate form, and related interest rate exchange agreements, if any). Bond counsel services shall include advice and counsel in developing, structuring and documenting the sale and issuance of the State’s debt, disclosure law advice, and the rendering of required federal tax law and other necessary legal opinions.
- (ii) tax and securities law counsel services for the STO related to the State’s capital equipment master lease, master energy lease and other capital lease-purchase programs; and
- (iii) research and counsel on topics related to the State’s bond and/or capital lease programs but not specifically related to a specific bond sale or lease, including review and analysis of private business use of State facilities; and other related issues.

As a result of this RFP, the Attorney General expects to select two or more Offerors to enter into contracts for bond counsel services for the State.

### **1.2 Procurement Method**

OAG will conduct this solicitation in accordance with the competitive sealed proposals process under COMAR 21.05.03 and will likely award more than one contract arising out of this RFP (each, a “Contract”).

### **1.3 Issuing Office and Procurement Officer**

Office of the Attorney General for the Maryland State Treasurer’s Office  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Suite 400  
Annapolis, Maryland 21401

Procurement Officer: David P. Chaisson, Assistant Attorney General  
Phone: (410) 260-7248  
E-mail: [dchaisson@treasurer.state.md.us](mailto:dchaisson@treasurer.state.md.us)

The sole point of contact for purposes of this procurement is the Procurement Officer. The Procurement Officer may designate others to act on his behalf. OAG may change the Procurement Officer or the limits of his authority at its discretion.

#### **1.4 Contract Officer**

The Contract Officer monitors the daily activities of the Contract and provides technical guidance to the Contractor. The State Contract Officer is:

Contract Officer: Cate Allen, Assistant Attorney General

Phone: (410) 260-7927

E-mail: callen@treasurer.state.md.us

#### **1.5 Reserved**

#### **1.6 Schedule of Events**

<u>Event</u>	<u>Date</u>
Solicitation Issue Date	<b>December 9, 2020</b>
Deadline for Receipt of Questions	<b>Wednesday, December 23, 2020, no later than 10:00 am EST</b>
Proposal Due Date	<b>Friday, January 8, 2021, no later than 2:00 pm EST</b>
Oral Presentations	<b>Week of January 18, 2021</b>
Tentative Date of Contract Award	<b>January 29, 2021</b>

Offerors must submit their Technical Proposal and Price Proposal by electronic transmission through email to the Procurement Officer at: **dchaisson@treasurer.state.md.us** by the deadline date and time. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address. Offerors should allow sufficient mail and internal delivery time to ensure timely receipt of the proposals by the Procurement Officer at the Issuing Office. In addition to the required timely submissions by email, Offerors may also elect to submit additional hard copies by U.S. Mail, FedEx or courier directly to the Procurement Officer, David Chaisson, at Louis L. Goldstein Treasury Building, 80 Calvert St, Suite 400, Annapolis, MD 21401.

#### **1.7 Reserved.**

#### **1.8 Questions and Inquiries**

All Offerors should direct their questions and inquiries to the Procurement Officer identified in Section 1.3 above. **Questions must be submitted in writing by electronic transmission via email and received by the Issuing Office no later than 10:00 a.m. local time on Wednesday, December 23, 2020.** Oral questions will not be permitted. If the questions or inquiries pertain to a specific section of the RFP, Offerors must reference the relevant page and section number(s).

## **1.9 Submission Requirements and Deadline**

To be considered for award, Offerors must submit to the Procurement Officer by separate email electronic copies of the Offeror's Technical Proposal and Price Proposal. Email submissions containing the Offeror's Technical Proposal shall include as a subject, "Response to RFP – [Offeror Name] – Technical Proposal – RFP #20-OAGSTO-001." Email submissions containing the Offeror's Price Proposal shall include as a subject, "Response to RFP – [Offeror Name] – Price Proposal – RFP #20-OAGSTO-001." The body of all emails sent in response to this RFP shall indicate the RFP Title and number and the Offeror's name and address.

Offerors must submit their Technical Proposal and Price Proposal by email to the Procurement Officer at: **dchaisson@treasurer.state.md.us** by the deadline date and time. The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address. Offerors should allow sufficient mail and internal delivery time to ensure timely receipt of the proposals by the Procurement Officer at the Issuing Office. The Procurement Officer will confirm receipt of proposals by reply email. If you do not receive confirmation, please follow up with the Procurement Officer by phone at 410-260-7248.

If the Offeror wishes, it may also send physical copies of the Technical Proposal and the Price Proposal to the Procurement Officer, so long as they are contained in separate sealed envelopes. Refer to Section IV. Proposal Format for Two-Volume Submission requirements.

**Proposals must be received by the Procurement Officer no later than 2:00 p.m. local time on Friday, January 8, 2020.**

OAG will not grant requests for extension of the submission date or time. Offerors should allow sufficient time to ensure timely receipt of the proposals by the Procurement Officer. Except as permitted under COMAR 21.05.02.10, OAG will not consider proposals or unsolicited amendments to proposals arriving in the Issuing Office or received by the Procurement Officer after the closing date and time.

## **1.10 False Statements**

Offerors are advised that State Finance and Procurement Article, §11-205.1, Annotated Code of Maryland provides as follows:

- (a) *In general.* - In connection with a procurement contract a person may not willfully:
  - (1) falsify, conceal, or suppress a material fact by any scheme or device;
  - (2) make a false or fraudulent statement or representation of a material fact; or
  - (3) use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) *Aiding or conspiring with others.* – A person may not aid or conspire with another person to commit an act under subsection (a) of this section.

- (c) *Penalty.* – A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding 5 years or both.

### **1.11 Duration of Offer**

Proposals submitted in response to this solicitation are irrevocable for 120 days following the later of the proposal due date or the date the Procurement Officer receives final best and final offers, if any. At the request of the Procurement Officer, the Offeror may agree in writing to extend this period.

## **SECTION II. GENERAL INFORMATION**

### **2.1 Electronic Distribution**

This RFP is published on the website for the OAG at <http://www.marylandattorneygeneral.gov>, (select “Request for Proposals and then select “RFP for Special Bond Counsel”), and emailed to law firms known to be interested in receiving RFPs. Potential Offerors wishing to receive copies of the written document should contact the Procurement Officer identified in Section 1.3, above.

### **2.2 Revisions to the RFP**

The OAG reserves the right to amend this RFP at any time prior to the proposal due date and time. If it becomes necessary to revise this RFP at any time prior to the proposal due date and time, the OAG will provide amendments to all prospective Offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Acknowledgement of the receipt of all amendments to this RFP issued before the proposal due date shall be included in the transmittal accompanying the Offeror’s Technical Proposal. In addition, the OAG will post amendments to the RFP on the OAG’s Web Page at <http://www.marylandattorneygeneral.gov>, (select “Request for Proposals and then select “RFP for Special Bond Counsel. The OAG will send amendments made after the due date for proposals only to those Offerors who submitted a timely proposal.

Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

### **2.3 Cancellation of the RFP; Rejection of All Proposals**

The OAG may cancel this RFP, in whole or in part, or may reject all proposals submitted in response whenever this action is determined to be fiscally advantageous to the State or otherwise in its best interests.



## **2.4 Proposal Acceptance; Discussions**

The OAG reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The OAG also reserves the right, in its sole discretion, to award the Contract based upon the written proposals received without prior discussions or negotiations.

## **2.5 Oral Presentation**

In support of their proposals, Offerors may be required to make an oral presentation, or conduct a demonstration, or both, not more than two calendar weeks after the OAG has requested an Offeror to do so. Failure to be prepared to make an oral presentation or conduct a demonstration within this time period may prevent the Offeror's proposal from receiving further consideration. All written representations will become part of the Offeror's proposal and are binding if the Contract is awarded to the Offeror.

## **2.6 Incurred Expenses**

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal in response to this RFP, including costs incurred in making an oral presentation, if required.

## **2.7 Proposal Form**

Proposals should provide a straightforward, concise description of the Offeror's capability to meet the requirements of this procurement. The OAG will not accept orally transmitted proposals.

## **2.8 Multiple Proposals**

The OAG will not accept multiple or alternative proposals.

## **2.9 Access to Public Records Act Notice**

An Offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, General Provisions Article, Title 4, Annotated Code of Maryland. The OAG may charge a fee for copies and search and preparation time, in accordance with COMAR 25.01.04.09. The OAG may require payment of such fees before releasing the requested information.

## **2.10 Protests**

Any protest or dispute related to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies). Offerors must file in writing

any protest regarding this solicitation with the Procurement Officer. If the reason for the protest is apparent before the proposal opening, the Offeror must file the protest before the proposal opening. In all other cases, the Offeror must file the protest within 7 calendar days after the reason for the protest is known or should have been known.

The term “filed” means receipt by the Procurement Officer who has issued this solicitation.

The protest must be in writing and must contain (1) the name and address of the protester; (2) the appropriate identification of the solicitation and, if a Contract has been awarded, the Contract number if it is known; (3) a statement of the reasons for the protest; and (4) any supporting exhibits, evidence, or documents to substantiate any claims unless the documents are not available within the filing time, in which case the date by which the supporting documents are expected to be available is to be noted.

## **2.11 Proposal Opening**

Per §13-210 of the State Finance & Procurement Article of the Maryland Annotated Code and COMAR 21.05.03.02 proposals will not be opened publicly.

## **2.12 Bid/Proposal Affidavit**

All proposals submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Appendix B to this RFP.

## **2.13 Living Wage Requirements**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to State Finance and Procurement Article, Title 18, Annotated Code of Maryland. Additional information regarding the State’s Living Wage requirement is contained in this solicitation (see Appendix C entitled Living Wage Requirements for Service Contracts). If the Offeror fails to complete and submit the Affidavit of Agreement (see Appendix D), the State may determine an Offeror to be not responsible.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least \$14.24 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$10.70 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George’s, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. If the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation has been deemed to be a Tier 1 contract.

**All proposals must be accompanied by a completed Living Wage Affidavit of Agreement. A copy of this Affidavit is included as Appendix D to this RFP.**

#### **2.14 Contract Affidavit**

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Appendix F to this RFP. This Affidavit need not be submitted with an Offeror's proposal. For purposes of completing Section "B" of this Affidavit, (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside the State of Maryland is considered a "foreign" business.

#### **2.15 Representations**

By submitting a proposal in response to this RFP, the Offeror represents that (a) it is not in arrears in the payment of any obligation due and owing the State or any department or unit thereof, including but not limited to the payment of taxes and employee benefits (the "State Obligations"), and (b) it is in compliance with all federal, State and local laws applicable to its activities and obligations under the Contract. Further, if selected for award, the Offeror agrees that these representations will continue in effect during the term of the Contract.

#### **2.16 Reserved.**

#### **2.17 Minority Business Enterprises**

The OAG desires that socially and economically disadvantaged individuals and minority business enterprises ("MBEs"), as defined in §14-301 of the State Finance and Procurement Article of the Annotated Code of Maryland (the "**Procurement Article**"), have the maximum practicable opportunity to participate in the Contract. When permitted or required by law, the OAG encourages the use of socially and economically disadvantaged individuals and MBEs for contracting and subcontracting opportunities. Special bond counsel should desire to promote and undertake efforts to reach out to socially and economically disadvantaged individuals and MBEs to maximize their participation in the Contract.

The OAG has not established a minority business enterprise subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified MBE subcontractors. A directory of certified MBEs is maintained by the Maryland State Department of Transportation Office of Minority Business Enterprise. The directory is available online at: [www.mdot.maryland.gov/newMDOT/MBE/Index.html](http://www.mdot.maryland.gov/newMDOT/MBE/Index.html). Select the "Directory of Certified Firms" label.

#### **2.18 Veteran-Owned Small Business Enterprise**

The OAG has not established a veteran-owned small business enterprise ("VSBE") subcontractor participation goal for this solicitation, but Offerors are encouraged to work with certified VSBE

subcontractors. A VSBE must be verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs. The VSBE list is at: <http://www.vetbiz.gov>.

### **2.19 No Guarantee of Work**

No Contractor is guaranteed any minimum amount of work or compensation.

### **2.20 Order of Precedence**

The Contract between the parties will be embodied in the Contract documents which will consist of the following, listed in their order of precedence:

1. the executed Contract;
2. the RFP; and
3. the Offeror's proposal.

The OAG will not accept any modifications to the order of precedence provision of this solicitation.

## **SECTION III. SCOPE OF SERVICES AND REQUIREMENTS**

### **3.1 Background**

Board of Public Works. The Constitution and laws of Maryland vest in the BPW the authority and responsibility for the issuance of the State's general obligation bonds and certain special obligation bonds (the "Bonds"). The Governor, Comptroller, and Treasurer of Maryland, are the members of the BPW; the Governor is the chairperson.

The BPW authorizes the sale of the Bonds and establishes the date of sale, the amount, the maturity schedule, the loan components, and the bidding conditions. The BPW receives the bids for the Bonds and makes the award.

The BPW also is generally responsible for the superintendence of the State's capital program except for roads, bridges and highways. The contracting procedures related to State capital expenditures are governed by regulations approved by the BPW. All such contracts and contract modifications above certain limits established by the regulations must be approved specifically by the BPW. Capital grant programs generally are governed by regulations issued by or approved by the Board. Certification of local matching funds, contracts, and other conditions established by law for capital grant programs, except for the Public School Construction program, are subject to the BPW's review and approval.

General Obligation Bond Financed Capital Program. The State's general obligation bond program is governed by Title 8 of the State Finance and Procurement Article, Annotated Code of Maryland. General obligation bonds are authorized and issued primarily to provide funds for

State-owned capital improvements, including institutions of higher education, and capital grants and loans for the construction of local government and private non-profit facilities.

All such capital improvements and capital grants and loans are authorized by the General Assembly in the Maryland Consolidated Capital Bond Loan (“MCCBL”), as well as occasionally in individual bond bills.

The authorizations for State-owned capital improvements are administered principally by the Department of General Services, the Department of Public Safety and Correctional Services, and the University System of Maryland. The authorizations for capital grants and loans are administered by numerous agencies, including the Departments of General Services, Public Safety and Correctional Services, Health, Environment, Commerce, Housing and Community Development, Juvenile Services, Natural Resources, and Agriculture, and by the Interagency Committee on School Construction, the Department of Aging, the Higher Education Commission, and the Secretary to the Board of Public Works.

Bonds periodically are issued on a consolidated basis as a single issue designated as a “State and Local Facilities Loan” of a numerical series indicating the calendar year and the order of sale during the calendar year.

Proceeds of the Bonds are deposited in and expended from the State and Local Facilities Loan Fund (“Fund”), but are separately accounted for in accounts associated with each grant and loan.

The State has an existing Official Statement and tax certificate and a structure in place to manage bond proceeds for reimbursement. It is the State’s intent not to make material changes to existing documents and structures.

Bond Sales. Each year the State generally has two sales of general obligation bonds (“the Regular Sales”). The sales are typically in early March (after the submission of the Governor’s Budget) and late July (after the legislative session). A typical amount sold at each regular sale is \$500 million. The State expects to continue to follow this schedule. Bond Sales may include one or more or a combination of: new money or refunding bonds, fixed or variable rate bonds, tax-exempt or taxable bonds, or any other form of bond that qualifies for a federal tax benefit), sold by competitive or negotiated retail and/or institutional sales.

The administrative activities for bond sales are principally performed by the STO. The STO is responsible for developing the initial draft of the Preliminary Official Statement, coordinating modifications and corrections to subsequent drafts, convening review meetings on drafts, if needed, and approving the final draft. The STO is responsible for changes associated with the final Official Statement. The STO takes the lead with the BPW’s staff in developing and finalizing the official minutes of the sale. The STO is responsible for organizing the printing of the Preliminary Official Statements and the Official Statements. The STO also manages sale day activities and is responsible for obtaining all necessary signatures on documents.

Lease Programs. Since 1986, the State has provided a capital equipment lease program for State agencies that have received approval to acquire equipment through a lease-purchase agreement. Since 1988, the State's capital equipment lease program has been managed by the STO. Three to four times a year, the STO selects, on the basis of a competitive process, a lessor to provide a specific amount of both tax-exempt and taxable financing. State agencies needing equipment financing conduct a normal procurement for the selection of the equipment vendor and then notify the STO of the approximate time that funds must be available to pay the vendor. In connection with each financing, the selected Offeror will be required to provide a tax opinion and, if required by the lessor, a securities law opinion.

The State also has an energy performance lease-purchase financing program that is similar in concept to the capital equipment lease program and operates in virtually the same fashion. This program provides the financing for energy performance contracts and other energy conservation projects that entail new equipment purchase and installation and related facility renovations and improvements. The selected Offeror will be required to provide a tax opinion and, if required, a securities law opinion for these financings.

Other. The bonds are sold in registered form. The STO will serve as the Registrar and Paying Agent for all bonds issued during the term of the contract. The State has also adopted a Book Entry Only system.

The State has only limited statutory authority to issue bond anticipation notes. Bond anticipation notes may only be issued in anticipation of (i) tax receipts, as set forth in the revenue estimates that support an enacted State budget or (ii) proceeds of a sale of State bonds.

In August 2020, the State refunded general obligation bonds along with its competitively bid sale of new money bonds. STO, along with its financial advisor, will continue to monitor refunding opportunities and the selected Offeror may be required to provide a tax opinion and securities law opinion for refunding bond issues.

The BPW and the STO have been and may be expected to remain active in the public debate related to federal regulation of governmental purpose tax-exempt bonds. This activity includes a leadership role in national organizations, formal and informal commenting on proposed regulations and legislation, and briefing of the State's congressional delegation.

In addition to the general obligation bond and the lease programs described above, the State also operates other significant capital and bond programs that are not the subject of this RFP. For a description of these programs see the web site [www.treasurer.state.md.us](http://www.treasurer.state.md.us), click on "Debt Management," then click on "Official Statements - General Obligation Bonds" for a copy of the most recent Official Statement.

### **3.2 Minimum Qualifications**

As part of its proposal, each Offeror must demonstrate that it meets the minimum qualifications set forth in Attachment A hereto. Failure to do so may result in the rejection of the proposal.

### **3.3 Required Services/Scope of Work**

#### **Services – Counsel for Specific Bond Sales**

The selected Offeror(s) must provide the following services in connection with each sale of Bonds, which may include tax-exempt, taxable, and tax-credit new-money bonds, or refunding bonds, in fixed or variable interest rate form, and interest rate exchange agreements, and which may be sold on a competitive basis or by a negotiated sale, or both:

1. Advise the Contract Officer, the STO, and the BPW, as necessary, on the legal structure of the Bonds, securities and tax law issues related to the Bonds, and any other matter pertinent to the issuance of the Bonds;
2. Render opinions concerning the tax-exempt status of the Bonds, and, along with the Attorney General, opinions concerning the validity of the Bonds and other related matters;
3. Render such supplemental opinions as the Attorney General, the STO, the BPW, or underwriters (if any) may require;
4. Draft the Tax and Section 148 Certificate;
5. Draft, or participate in the drafting of, all certificates, closing documents, and bond documents, including bond purchase agreements, related to the issuance of the Bonds; coordinate delivery of the Bonds to the depository;
6. Attend, upon request of the Contract Officer, the meetings of the BPW at which the Bonds are sold;
7. Attend, upon request of the Contract Officer, meetings with the rating agencies;
8. Assist and advise STO in the preparation of both the Preliminary Official Statement and final Official Statement, including attendance at any necessary meetings related to the preparation of these documents;
9. Upon request of the Contract Officer, assist and advise the Contract Officer and STO in the preparation of the Minutes of the Board relating to the sale of the Bonds;
10. Assist and advise the Contract Officer and STO in the preparation and review of the text of any published summary notices of sale, website content, radio spots, newspaper notices, and other notices, as appropriate;
12. Assist the Contract Officer and STO in the preparation and submission of all required tax forms;
13. Within two weeks of closing, provide the Contract Officer, the STO, and the BPW

with complete sets of original documents associated with the sale of the Bonds (this compilation need not be elegantly bound);

14. Assist and advise the Contract Officer and STO, as requested, in the procurement and selection of necessary fiscal agents, including underwriters, remarketing agents, and liquidity providers; and
15. Provide such other related advice and services as the Contract Officer, acting on behalf of the Attorney General, the STO, or the BPW, may require.

#### Services – Counsel for Capital Lease Programs

In connection with the State's capital lease programs, the selected Offeror(s) must provide the following services upon specific request:

1. Review documents related to the capital lease programs including, but not limited to, the RFP, Invitation for Bids, the Lease, Equipment Schedules, Escrow Agreements, and all other related documents;
2. Prepare the Tax and Section 148 Certificate and render an opinion of the tax-exempt status of a financing;
3. Assist the Contract Officer and STO in the preparation of all required tax forms, including Form 8038G, and any other documents associated with the tax opinion; and
4. Provide such other related advice and services as the Contract Officer, acting on behalf of the Attorney General, or the STO may require, including review and analysis of any private business use of financed equipment or facilities.

#### Services - Research and Advice

Upon request of the Contract Officer, acting on behalf of the Attorney General or the STO, the selected Offeror(s) shall provide the following services:

1. Provide advice in developing and structuring procedures to enable the State to issue tax-exempt, taxable and tax-credit general obligation bonds and/or lease obligations in accordance with applicable federal and State laws and regulations;
2. Provide advice on the legal and tax aspects of financing alternatives to respond to constraints imposed by federal statutes and regulations and to rapidly changing capital markets, including but not limited to current and advance refunding, variable interest rate debt, interest rate exchange agreements, guaranteed investment contracts, and other hedging and investment vehicles;
3. Provide advice in developing and structuring a program of interim financing, which may include the use of bond anticipation notes, to be used before issuing Bonds;



4. Provide advice and State staff training on federal laws and regulations related to tax and securities laws, including but not limited to provisions governing disclosure and registration requirements, continuing disclosure, post-issuance compliance, and record-keeping that relate to the sale of Bonds or the lease programs;
5. Upon request, assist the Contract Officer and STO in a comprehensive review of the Official Statement;
6. Upon request of the Contract Officer, perform services with respect to arbitrage rebate analysis;
7. Upon request of the Contract Officer, assist the STO in surveying, analyzing and tracking private activity uses of State-owned facilities financed in whole or in part with tax-exempt general obligation bond proceeds, including determination of whether such private uses meet the private business use tests and private payments or security tests under the Internal Revenue Code and Regulations, and recommending allocations of “bad money” from each bond sale to such private activity uses, where appropriate;
8. Assist in additional post-issuance compliance matters, procedures, documentation, etc.; and
9. Provide such other related services as the Contract Officer, acting on behalf of the Attorney General, the STO, or the BPW, may require, including without limitation the review of proposed legislation, regulations, policies and procedures.

With respect to the services described above under “Services -- Research and Advice”, the selected Offeror(s) must receive authorization from the Contract Officer to begin billing at the agreed upon blended fixed hourly rate. The Offeror may not devote substantial time to the service or incur substantial reimbursable expense absent the prior authorization of the Contract Officer.

### **General Conditions**

Special bond counsel employed for this purpose will be paid by STO from existing fund sources. Counsel will be paid a fixed, flat fee for each sale of general obligation bonds and for each lease transaction, plus permitted reimbursable expenses. Otherwise, Counsel will be paid for research and advice services on the basis of a blended fixed hourly rate, plus permitted reimbursable expenses. The Attorney General reserves the right to select more than one firm to handle this representation. In addition, Assistant Attorneys General may handle all or portions of the work. The Attorney General does not promise or guarantee any minimum level of hours of work or compensation during the term of the Contract and the Attorney General does not have funding to pay fees to bond counsel.

The OAG desires that socially and economically disadvantaged individuals and minority business enterprises (“**MBEs**”), as defined in §14-301 of the State Finance and Procurement Article of the Annotated Code of Maryland (the “**Procurement Article**”), have the maximum practicable

opportunity to participate in the Contract. When permitted or required by law, the OAG encourages the use of socially and economically disadvantaged individuals and MBEs for contracting and subcontracting opportunities. Special bond counsel should desire to promote and undertake efforts to reach out to socially and economically disadvantaged individuals and MBEs to maximize their participation in the Contract.

This RFP, all proposals, and the resulting contracts are subject to the Maryland Public Information Act. Offerors must specifically identify those portions of their proposals, if any, which they deem to include confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the State under the Access to the Maryland Public Information Act, General Provisions Article, Title 5 of the Annotated Code of Maryland.

This RFP and any Contract entered into pursuant to §13-107 of the State Finance & Procurement Article of the Maryland Annotated Code and is not subject to the provisions of Division II of the Procurement Article or the State procurement regulations as set forth in COMAR Title 21 (collectively, the "Procurement Law"). Nonetheless, the requirements of the Procurement Law will be applied to this RFP and the Contract to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the sole discretion of the OAG's Procurement Officer. The dispute resolution and appeal procedures contained in the Procurement Law will not apply to this solicitation.

The OAG and State of Maryland are not responsible for any expenses you may incur in connection with developing and submitting a proposal or for familiarizing yourself with STO's statutes, programs and financings.

Interested persons who obtained this RFP by means of downloading electronic files of the RFP and attachments from the OAG website are required to send written notice to me of their name, mailing address, e-mail address, telephone and fax numbers so that they may be included in any future mailings.

The Procurement Officer is sole point of contact for this RFP. **Questions about this RFP may be submitted to the Procurement Officer by email, no later than 10:00 am EST on Wednesday, December 23, 2020, at [dchaisson@treasurer.state.md.us](mailto:dchaisson@treasurer.state.md.us).** Answers to questions will be provided to all interested parties. Answers will be provided, if possible, without disclosure of the identity of the person or party asking the question. There will be no pre-proposal conference.

The Attorney General reserves the right to amend this RFP and any amendments will be mailed or e-mailed to all interested persons. The Attorney General also reserves the right to cancel this RFP and notice of cancellation will be mailed or e-mailed to all interested persons.

The technical proposal and the price proposal must be submitted separately. Please use the Price Proposal form ([Attachment E](#)) for your price proposal.

We invite you to submit a written proposal so that we can formally consider you for this engagement. We will consider proposals submitted by joint ventures (of no more than two entities,

please) so long as the joint venture arrangement meets the needs of OAG and STO. By submitting a proposal, you accept all of the terms and conditions of this RFP. If selected, you will be expected to enter into the Contract, the form of which is attached as Attachment F. The terms and conditions of the Contract are not subject to negotiation. By submitting a response, you will be deemed to represent that your firm is not in arrears in the payment of any obligation due and owing the State, including the payment of taxes and employee benefits.

### **3.4 Compliance with Applicable Rules and Regulations**

During the term of the Contract, the selected Offeror shall comply with all applicable regulatory agency rules. Failure to comply with such rules may result in termination of the Contract.

### **3.5 Other Services for Consideration**

The Technical Proposal should describe any other services beyond those requested in this RFP that the Offeror believes could offer additional benefits to the State.

### **3.6 Reserved**

### **3.7 Term**

The initial term of the Contract shall be for a period of (a) three years after the Commencement Date (the “**Expiration Date**”), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract. At the option of the Attorney General, this Contract may be renewed for one or more additional terms not to exceed two years in the aggregate. The Contractor shall be notified prior to the end of the initial term whether the Contract will be renewed and what the length of the renewal term (if any) will be. After the end of the Contract term, the Contractor agrees to continue to perform Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, until such time as the transition to a new contractor is complete. Contractor shall cooperate with the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

### **3.8 Compensation**

Fees will not be adjusted during the first three years of the initial five-year term of the Contract. Price adjustments will, however, be permitted only as proposed by each offeror in their price proposal for the renewal option years.

By submitting a response to this solicitation, the bidder agrees to accept any payments from the State by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected bidder shall register using form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the

exemption. The COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form may be downloaded from:

<https://www.marylandtaxes.gov/forms/state-accounting/static-files/GADX10Form.pdf>

By submitting a response to this solicitation, the Offeror agrees to invoice the OAG for all fees and services. The OAG account(s) shall at no time be debited for service fees.

## **SECTION IV. PROPOSAL FORMAT**

### **4.1 Transmittal Letter**

The Offeror must include a brief transmittal letter prepared on the Offeror's business stationery to accompany the Technical Proposal. The transmittal letter must be signed by an individual authorized to bind the selected Offeror to all statements, including services and prices, contained within the proposals. This transmittal letter should acknowledge the receipt of addenda to the RFP and to also indicate that, if selected, the Offeror will execute a contract materially the same as the form of Contract included as Appendix E.

### **4.2 Separate Submission of Technical and Price Proposals**

The selection procedure for this procurement requires that the initial technical evaluation of each proposal be completed before consideration of an Offeror's pricing proposal. Consequently, the technical and price proposals must be submitted separately as indicated below. Please use the Price Proposal form (Attachment E) for your price proposal.

### **4.3 First Submission - Technical Proposal**

The subject of the email containing the Technical Proposal shall be "Response to RFP – [Offeror Name] – Technical Proposal – RFP #20-OAGSTO-001." The Technical Proposal shall contain the transmittal letter (Section 4.1), the completed Bid/Proposal Affidavit (Appendix B) and the Affidavit of Agreement Maryland Living Wage Requirements-Service Contracts (Appendix D).

The Technical Proposal should be prepared in a clear and concise manner and address all requirements and services set forth in this solicitation. The ideal response would reiterate each subsection and then list the Offeror's response, item by item so that an evaluator can read the requirement followed by the response.

The Technical Proposal shall include the following information and shall be presented in the following order:

1. Legal name and principal place of business of the law firm making the proposal. Please indicate whether the firm is an MBE.

2. Name and address of the person designated as the contact person for purposes of this RFP and any resulting Contract. Please provide name, mailing address, e-mail address, telephone number and fax number of the contact person.
3. General information on the areas of law in which the law firm specializes.
4. Name, mailing address, e-mail address and telephone number of the individual who will head the team of attorneys and other para-professionals (paralegals, legal assistants, and law clerks) participating in this engagement (collectively, the “Legal Team”).
5. Information demonstrating compliance with the enclosed Minimum Qualifications (Attachment A).
6. Name and address of each attorney participating on the Legal Team and his or her respective position in the law firm. For each attorney, please submit a brief resume indicating relevant experience and in what jurisdictions the attorney is admitted to practice. Also, for each attorney, please indicate whether the person is a member of a group defined in the Procurement Article, Section 14-301(i). Please indicate which member(s) of the Legal Team are members of the Maryland bar.
7. The proposed role of each person who will participate on the Legal Team, and the planned division of responsibilities among the members of the Legal Team.
8. The following information which will be used to evaluate how the Offeror’s experience matches up with the needs of STO:
  - a. General Public Finance Experience. A detailed description of the Offeror’s experience in the field of government finance and the issuance of general obligation bonds, revenue bonds and private activity bonds. The description should include the approximate number and size of bonds in which the Offeror has participated in the last five years, the role of the Offeror, and how many of those issues were tax-exempt.
  - b. Selected Public Finance Experience. Information on not more than 10 bond issues that best demonstrate the Offeror’s capabilities to perform the services required under the Contract, and provide the following information regarding each issue: (1) the type (e.g. revenue, general obligation, tax-exempt, tax-credit or taxable bond, private activity bonds, etc.); (2) the name of the issuer; (3) the date and size of the issue; (4) private placement versus public issue; (5) the party represented (e.g. issuer, lender, bond purchaser, underwriter, borrower, municipality); and (6) the range of responsibilities, including the drafting of documents and participation as bond counsel (including whether the participation was as sole bond counsel or as co-bond counsel) or special tax counsel.
  - c. Creative Solutions. At least one, but not more than four, examples of creative or innovative techniques or solutions to legal or financing problems developed or put

forth by the Offeror in connection with a bond financing, and a brief description of the Offeror's involvement.

- d. Tax Experience. A description of the nature and depth of the Offeror's experience with tax law, with particular reference to the tax aspects of bonds.
  - e. Maryland Public Finance Experience. A list of all State agencies and political subdivisions for which the Offeror has served as bond counsel or other counsel during the last five years and identify in what capacity.
  - f. Related Legal Experience. A brief description of the Offeror's experience in areas of the law related to public finance and STO's mission and programs, such as antitrust, banking, bankruptcy, environmental, insurance, securities, and real estate law. You may attach brief resumes of the attorneys who work in the areas described above, but only if they will be available to consult with and give advice to STO and the OAG during the term of the Contract.
  - g. Stability of Offeror's Bond and Tax Group. In this section, the Offeror should summarize the Offeror's ongoing commitment to maintaining a bond practice/tax practice group within the Offeror's firm. Offerors should discuss both managerial and financial commitments to these practice groups and to seminars and training for Offeror's staff on continuing developments in these areas.
  - h. Rationale for Appointment. The Offeror should present the case for its selection as the firm to perform the services described in this RFP.
- 9. Names and telephone numbers of three clients (and respective contact persons for those clients) for whom you have provided services similar to those described in this RFP, with a brief description of the work performed. These persons will be considered as references and may be contacted by the OAG in its evaluation of the proposal.
  - 10. Names and telephone numbers of contact persons at any units of the State for whom you have provided legal counsel in the last three years. These persons will be considered references and may be contacted by the OAG in its evaluation of the proposal.
  - 11. A detailed description of the firm's procedure for checking conflicts of interest and whether there are any potential conflicts in representing STO and/or the OAG in this matter. (See Attachment C-1.)
  - 12. Completion of the enclosed bid/proposal affidavit (Attachment B) and the conflict of interest affidavit (Attachment C-2).
  - 13. Written affirmation that the person(s) submitting the proposal is/are authorized to do so on behalf of the Offeror and certification that, to the best of his or her knowledge, the information submitted in the technical proposal is accurate, complete, and correct as of the date of the proposal.

Evaluation of the technical proposals will be as described below.

#### **4.4 Reserved**

#### **4.5 Second Submission - Price Proposal**

The subject of the email containing the Price Proposal shall be “Response to RFP – [Offeror Name] – Price Proposal – RFP #20-OAGSTO-001.” Compensation shall be: (i) a fixed, flat fee for each sale of general obligation bonds and for each lease transaction, plus permitted reimbursable expenses; and (ii) a blended fixed hourly rate, plus permitted reimbursable expenses for research and advice services. For research and advice outside of general obligation bond issues and lease transactions, the Contract will specify fixed blended hourly rate(s) for attorneys and fixed blended hourly rates for paralegals. Reimbursement of expenses will be limited to necessary courier expenses, publication expenses and other extraordinary expenses that must be approved in advance by the Contract Officer or her designee. No non-reimbursable expenses may be recovered indirectly through “time” charges.

Fees for specifics issuance of Bonds or lease transactions will be payable at closing upon receipt of an invoice, which invoice should be addressed to:

Maryland State Treasurer’s Office  
Accounts Payable  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, MD 21401

and be submitted by email to Cate Allen, the Legal Division Director for STO ([callen@treasurer.state.md.us](mailto:callen@treasurer.state.md.us)) and Christian Lund, the Debt Management Director ([clund@treasurer.state.md.us](mailto:clund@treasurer.state.md.us)).

All invoices for other services rendered shall:

- (1) Be timely submitted on a monthly basis for services rendered in the preceding month by email to Cate Allen, the Legal Division Director for STO ([callen@treasurer.state.md.us](mailto:callen@treasurer.state.md.us)) and Christian Lund, the Debt Management Director ([clund@treasurer.state.md.us](mailto:clund@treasurer.state.md.us))

- (2) Be addressed to:

Maryland State Treasurer’s Office  
Accounts Payable  
Louis L. Goldstein Treasury Building  
80 Calvert Street, Room 109  
Annapolis, MD 21401;

- (3) Include the Contractor’s federal tax identification number and with respect to invoices for research and advice services, include, as backup, the selected

Offeror's standard billing printout (identifying date, time spent, brief description of service, person performing service, etc.);

(4) Include an itemized listing of reimbursable expenses and amounts; and

(5) Be subject to the approval of the Contract Officer or her designee.

Please note that each June the selected Offeror will be contacted by STO to submit all invoices for services provided as well as a conservative estimate for work to be provided through the remainder of the State's fiscal year. Due to State budget process constraints, failure to communicate appropriate estimates or to timely submit invoices could prevent the State from being able to process your invoice.

Please further note that while price will be an important factor in the selection process, it will not necessarily be the determining factor. Counsel's knowledge and experience, ability to communicate, track record of providing sound advice and dedication to service to the State will be of utmost importance.

## **SECTION V. EVALUATION AND SELECTION PROCEDURES**

### **5.1 Qualifying Proposals**

The Procurement Officer first will review each proposal for completeness of response to requirements contained in Section IV, Proposal Format. Failure to respond to the appropriate questions or in the manner required may disqualify an Offeror's proposal from consideration by the Evaluation Committee.

### **5.2 Evaluation Committee and Evaluation Criteria**

An Evaluation Committee appointed by the Treasurer or the Treasurer's designee will evaluate all qualifying proposals (those proposals that are reasonably susceptible to selection for Contract award) received by the submission deadline. The Evaluation Committee will rank the proposals and make a recommendation for award based on (1) technical merit (see Section 5.3 below), as demonstrated in the technical proposal and oral presentations, if any, and (2) price proposal, both as presented and in the best and final offer, if any. Technical merit will be given more weight than price in determining the Evaluation Committee's final ranking.

### **5.3 Responsibility**

#### **1. General**

(a) The procurement regulations in COMAR Title 21 define a "responsible" Offeror as one "...who has the capability in all respects to perform fully the Contract requirements, and the integrity and reliability that shall assure good faith performance."



(b) COMAR Title 21 also requires that the Procurement Officer determine before awarding a contract to an Offeror whether the Offeror is responsible. The determination of responsibility is based on the subjective judgment of the Procurement Officer about whether the Offeror meets the definition of a “responsible” Offeror.

(c) In addition, the unreasonable failure of an Offeror to supply information promptly in connection with the determination of responsibility shall be grounds for a determination that the Offeror is not responsible.

## 2. Discussions

The OAG reserves the right to discuss and negotiate with qualified Offerors or potentially qualified Offerors, (i.e., which are reasonably susceptible of being selected for award). Discussions or negotiations will be conducted with all qualified Offerors. The OAG, however, is not obligated to conduct any discussions or negotiations. Each Offeror should be aware that the OAG can select a proposal without first discussing the matter with the selected Offeror.

## **5.4 Technical Evaluation**

After the Procurement Officer identifies the qualifying proposals, the Evaluation Committee will conduct an initial evaluation of the technical merit of each qualifying proposal based on the information provided in the proposal in response to Section 4.3 above. The Evaluation Committee’s final technical evaluation may include information obtained during oral presentations, if any.

Technical proposals (and oral presentations, if any) will be evaluated before price proposals are opened. Please note that offerors whose technical proposals do not meet the Minimum Requirements described in Section 3.2 of this RFP will be deemed not reasonably susceptible for award and that offeror’s price proposal may not be evaluated. Technical merit will be given more weight than price in determining the Evaluation Committee’s final ranking. After reviewing the price proposals, there may be additional discussions with Offerors, including a request for best and final offers. For the technical evaluation, the Evaluation Committee will take into consideration the following factors listed in the order of relative importance (greatest first):

- a) the proposed Legal Team’s demonstrated experience and expertise in representing clients in bond transactions similar to those of STO (as reflected in the written technical proposal and the oral presentation, if any) as well as the proposed Legal Team’s ability to communicate, its track record of providing sound advice and its dedication to service to the State;
- b) the price proposals;
- c) the Offeror’s conflict of interest policy;
- d) participation of MBEs and socially and economically disadvantaged individuals, to the extent permitted by law; and
- e) economic benefits to the State.

## **5.5 Evaluation of Costs/Fees**

Following completion of the initial technical evaluation, the Evaluation Committee will conduct an initial evaluation of the pricing of each proposal and will establish a financial ranking of all proposals.

## **5.6 Best and Final Offer**

When deemed in the best interest of the State, the Procurement Officer may permit qualified Offerors to revise their initial proposals by submitting best and final offers. The Procurement Officer shall notify each qualified Offeror of the scope of the requested best and final offer, and shall establish a date and time for the submission. The Procurement Officer may require more than one series of best and final offers and discussions, if determined that it is in the State's best interest to do so. If more than one best and final offer is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The Procurement Officer may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process.

## **5.7 Final Evaluation and Recommendation for Award**

Following oral presentations, reference checks, and submissions of best and final offers, if any, the Evaluation Committee will perform its final evaluations and will make a recommendation to the Procurement Officer for award of the Contract to the responsible Offeror or Offerors whose proposal is determined to be the most advantageous to the State based on the results of the final technical and financial evaluations. Contract award will be made to that Offeror, or Offerors, whose proposal contains the combination of those criteria offering the best overall value to the Attorney General and the State. Selection of bond counsel will be solely the decision of the OAG, and the OAG reserves the right to reject any and all proposals, to waive informalities and minor irregularities in proposals, and to negotiate with any and all Offerors who submit them. The OAG may select the successful Offeror on the basis of initial written proposals without discussions with Offerors and without requesting a best and final offer, so please take care in submitting your technical and price proposals. The OAG intends to select more than one Offeror to provide services under this RFP.

## **5.8 Debriefing of Unsuccessful Offerors**

The OAG will conduct a debriefing for an unsuccessful Offeror provided the Procurement Officer receives a written request within a reasonable period of time after sending notice of award. The OAG shall honor the requests for debriefings at the earliest feasible time after the request has been received. The OAG debriefings shall be held in accordance with COMAR 21.05.03.06.

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**ATTACHMENT A**  
**MINIMUM QUALIFICATIONS**

The Offeror must meet all of the minimum requirements set forth below to be considered qualified.

1. Legal Team: One or more attorneys on the Legal Team must be admitted to practice in Maryland. In addition, the Legal Team must include at least one attorney who is a partner or equivalent, at least one attorney who is listed as a municipal bond attorney in the most recent edition of the *Bond Buyers' Municipal Marketplace Directory*, at least one attorney who has acted within the past three years as bond counsel in at least one lease/leaseback or similar revenue bond transaction, at least one attorney with substantive Section 103 tax experience, and at least one attorney with interest rate swap experience.
2. Office. The Offeror must have at least one partner on the Proposed Team admitted to the Maryland bar.
3. Insurance.
  - (i) The Offeror must maintain in full force and effect (during both the term of the Contract and thereafter for the entire period in which the Offeror may incur professional liability in connection with performance or failure to perform under the Contract) professional liability insurance in an aggregate amount of not less than Five Million Dollars (\$5,000,000), which liability insurance shall include coverage for practice in the fields of law related to the Contract (including securities law).
  - (ii) If the Offeror is a joint venture, and one party to the joint venture does not have such liability insurance, this requirement may be satisfied if the members of the joint venture include in their proposal evidence satisfactory to the Procurement Officer, that all members of the joint venture will have such coverage as of the date the Contract commences, either through actual policies or the equivalent.
4. Public Ethics. The negotiation of or entering into the Contract must not give rise to a violation of the Public Ethics Law.

**ATTACHMENT B-1**  
**BID/PROPOSAL AFFIDAVIT**

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

I, (print name) \_\_\_\_\_, possess the legal authority to make this Affidavit.

**B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION**

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES**

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the Contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the Contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

**C. AFFIRMATION REGARDING BRIBERY CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
  - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction

or liability under any law or statute described in §§B and C and subsections D(1)-(8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person’s involvement in any activity that formed the grounds of the debarment or suspension).

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the accompanying bid or offer is submitted.

**I. CERTIFICATION OF TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.



**J. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

**K. ACKNOWLEDGEMENT**

**I ACKNOWLEDGE THAT** this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Contract, and (3) other Affidavits comprising part of the Contract.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(print name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)

**ATTACHMENT C-1**  
**CONFLICT OF INTEREST PROVISIONS**

1. General. If a conflict of interest arises, the Offeror must be willing to continue to represent STO and the OAG and be in a position to inform other existing or potential clients that they must find representation elsewhere in particular situations. The Attorney General reserves the right, in his sole discretion, to select another contractor or firm to represent STO and the OAG if a conflict is not resolved to his satisfaction.

Conflicts may arise not only from attorneys named on the Contract but also from representation of parties to transactions involving STO and/or the OAG by any member of the firm, regardless of whether that attorney is in the same office or a branch office. For purposes of determining whether or not there is a conflict, the Offeror is understood to have a conflict if, for example:

- (a) any attorney in the firm represents a broker-dealer, investment provider, borrower, lender, or any other party to a bond issuance by STO;
  - (b) any attorney in the firm represents a tenant of STO or a concessionaire at a facility owned by STO, regardless of the party with whom the concessionaire has a contract; or
  - (c) any attorney in the firm represents a party suing or being sued by STO.
2. Conflict Check System. The Offeror shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The description shall include information about who maintains the central records, how often information is updated, and at what stage of representation the check is made. The Offeror shall provide a copy of its written conflicts policy or explain in detail why there is no written policy.
3. Potential Conflicts. Prior to entering into a contract, the Contractor shall provide assurances that potential conflicts have been discussed with other existing clients of the Contractor who might be requested to engage other counsel for a specific transaction, and that those existing clients are amenable to such an inconvenience.
4. Resolving Conflicts. The Offeror shall identify any conflicts of interest which may arise if the Offeror serves as counsel to STO and shall describe how it proposes to avoid such conflicts. The Contract will require the Contractor to notify the Contract Officer immediately of any potential conflicts of interest and to undertake immediate action to eliminate the source of the potential conflict. The Contract Officer, STO and the OAG reserve the right to make the Contractor aware of situations which may present a conflict of interest and require the Contractor to promptly remedy the situation to the satisfaction of the Contract Officer.

**ATTACHMENT C-2**

**CONFLICT OF INTEREST AFFIDAVIT**

**CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

- A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. “Person” has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this Affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the Contract has been awarded and performance of the Contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT D-1**  
**Living Wage Requirements for Service Contracts**

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
    - (A) has a State contract for services valued at less than \$100,000, or
    - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - (A) performs work on a State contract for services valued at less than \$100,000,
    - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B (3) or C below.
  - (3) Service contracts for the following:
    - (A) services with a Public Service Company;
    - (B) services with a nonprofit organization;
    - (C) services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - (D) services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.

- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT D-2**  
**(To be submitted with Technical Proposal)**  
**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons: (check all that apply)

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

**ATTACHMENT D-2**  
**Affidavit of Agreement**  
**Maryland Living Wage Requirements-Service Contracts**

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- \_\_\_ The employee(s) proposed to work on the State contract will spend less than one-half of the employee's time during every work week on the State contract;
- \_\_\_ The employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- \_\_\_ The employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness Name (Typed or Printed)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

**Submit Affidavit with Proposal**

**ATTACHMENT E TO  
SPECIAL ASSISTANT BOND COUNSEL  
RFP #20-OAGSTO-001**

**PRICE PROPOSAL**

**OFFEROR'S** \_\_\_\_\_  
**NAME:**

**FOR THE INITIAL THREE-YEAR CONTRACT TERM:**

SERVICE	BASE FIXED/FLAT FEE FOR:	ADDITIONAL FIXED/FLAT FEE FOR:			
	TAX-EXEMPT NEW MONEY SERIES (COMPETITIVE)	TAXABLE NEW MONEY SERIES (COMPETITIVE)	TAX-EXEMPT CURRENT REFUNDING SERIES (COMPETITIVE)	TAXABLE ADVANCE REFUNDING SERIES (COMPETITIVE)	TAX-EXEMPT NEW MONEY SERIES (NEGOTIATED)
General Obligation Bond Issue	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

SERVICE	FIXED/FLAT FEE		FIXED/FLAT FEE		MAXIMUM CAP <sup>1</sup>
Equipment Capital Lease Program Issue	\$ _____	Energy Performance Contract Lease Program Issue	\$ _____	Tax-Advantaged Bond Issue of Type Not Described Above (should they be permitted pursuant to change in federal law)	\$ _____

SERVICE	RATE
Research and advice services for all attorneys	\$ _____ per hour (Attorney Rate)
Research and advice services for all para-professionals	\$ _____ per hour (Para-professional Rate)

**FOR THE RENEWAL TERMS:**

SERVICE	BASE FIXED/FLAT FEE FOR:	ADDITIONAL FIXED/FLAT FEE FOR:
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<sup>1</sup> Fees to be charged pursuant to research and advice rates provided below subject to stated maximum cap for charges.



	TAX-EXEMPT NEW MONEY SERIES (COMPETITIVE)	TAXABLE NEW MONEY SERIES (COMPETITIVE)	TAX-EXEMPT CURRENT REFUNDING SERIES (COMPETITIVE)	TAXABLE ADVANCE REFUNDING SERIES (COMPETITIVE)	TAX-EXEMPT NEW MONEY SERIES (NEGOTIATED)
General Obligation Bond Issue	\$_____	\$_____	\$_____	\$_____	\$_____

SERVICE	FIXED/FLAT FEE		FIXED/FLAT FEE		MAXIMUM CAP <sup>2</sup>
Equipment Capital Lease Program Issue	\$_____	Energy Performance Contract Lease Program Issue	\$_____	Tax-Advantaged Bond Issue of Type Not Described Above (should they be permitted pursuant to change in federal law)	\$_____

SERVICE	RATE
Research and advice services for all attorneys	\$_____ per hour (Attorney Rate)
Research and advice services for all para-professionals	\$_____ per hour (Para-professional Rate)

The undersigned certifies for the Offeror that he or she is authorized to sign this Price Proposal and, to the best of his or her knowledge, the information submitted in this Price Proposal is accurate, complete, and correct as of the date set forth below.

Firm Name: \_\_\_\_\_ By: \_\_\_\_\_ Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_

**ATTACHMENT F**  
**FORM CONTRACT**

**BOND COUNSEL CONTRACT**  
**STATE TREASURER'S OFFICE**

<sup>2</sup> Fees to be charged pursuant to research and advice rates provided below subject to stated maximum cap for charges.

This Bond Counsel Contract (this “**Contract**”), dated as of the \_\_\_\_ day of \_\_\_\_\_, 2020, is made by and between the Attorney General of the State of Maryland (the “**Attorney General**”) on behalf of the State Treasurer’s Office (“**STO**”) of the State of Maryland (the “**State**”), and \_\_\_\_\_, whose Federal Tax Identification Number is \_\_\_\_\_ (the “**Contractor**”).

1. Contract.

1.1 Contract Documents. This Contract consists of the matters identified in this Section 1.1 (the “**Contract Documents**”), all of which are part of this Contract as if fully set forth herein (all as amended from time to time):

A. This Contract consisting of pages 1 through \_\_ and all Exhibits thereto (the “**Standard Contract**”);

B. Appendix A: Request for Proposals for Special Bond counsel dated \_\_\_\_\_, 2020 (the “**RFP**”);

C. Appendix B: Contractor’s Technical Proposal and Price Proposal dated \_\_\_\_\_, 2020 (collectively, the “**Proposal**”; the RFP and the Proposal being referred to as the “**Solicitation Documents**”); and

D. Appendix C: The executed Bid/Proposal Affidavit, Living Wage Affidavit and Contract Affidavit (the “**Affidavits**”).

The obligations, representations, terms and conditions set forth in the Solicitation Documents and the Affidavits are provisions of this Contract and are supplemental to the provisions set forth in the Standard Contract.

If there are any inconsistencies between or among the Standard Contract or Attachments A, B, or C, the Contract Documents shall control in the following order of priority: Standard Contract, then Attachment A, then Attachment B, then Attachment C.

1.2 Contract Term. This Contract shall commence on \_\_\_\_\_, 2020 (the “**Commencement Date**”) and shall expire on the later of (a) three years after the Commencement Date (the “**Expiration Date**”), or (b) upon completion of all work authorized on or before the Expiration Date, unless renewed or sooner terminated in accordance with this Contract. At the option of the Attorney General, this Contract may be renewed for one or more additional 1-year terms (not to exceed two years in the aggregate). The Contractor shall be notified prior to the end of the initial term whether the Contract will be renewed and what the length of the renewal term (if any) will be. After the end of the Contract term, the Contractor agrees to continue to perform Contract services, and Contractor shall continue to receive the compensation specified in the Contract for such services, until such time as the transition to a new contractor is complete. Contractor shall cooperate with the Office during any transition period to a new contractor and provide all necessary information and data to any subsequent contractor.

The provisions of Sections 6 (Governing Law), 21 (Indemnification), 27 (Liability for Loss of Data), 28 (Patents, Copyrights and Trade Secrets) and 29 (Ownership of Documents and Materials) of this Contract shall survive termination of this Contract for any reason.

## 2. Scope of Services.

2.1 A. The general scope of work for this Contract is set forth in the Contract Documents. The Contractor shall provide these services in accordance with the terms and conditions of this Contract. The Attorney General shall have the unilateral right to require changes in the scope of services, provided such changes are within the general scope of the work to be performed.

B. The Contractor shall serve as special bond counsel to STO and subject to the terms and conditions of this Contract shall provide the services set forth in the RFP (Attachment A to this Contract). In addition, the Contractor shall perform and be bound by any and all obligations set forth in the RFP and the Proposal (Attachments A and B to this Contract).

2.2 All legal services are to be provided only at the request of the Contract Officer (as defined in Section 4) or her designees. The Contractor may not devote time to any or all of the services to be performed, or incur expenses, absent the prior authorization of the Contract Officer or the Contract Officer's designees. All advice is to be provided directly to the Contract Officer or individuals identified by the Contract Officer.

2.3 The Contractor shall familiarize itself with STO's programs without cost to STO, the Attorney General, the OAG (defined below), or the State.

## 3. Compensation and Method of Payment.

3.1 Except as provided in Section 3.2 below, the Contractor will be paid for services rendered under this Contract as follows:

A. The Contractor will be paid either (a) after the issuance of each bond issue for which services were performed, out of the proceeds of the bond issue, or directly or indirectly by STO; or (b) for services unrelated to a specific issuance of bonds, from time to time, but not more often than monthly, out of the funds, if any, that may be appropriated or may otherwise be made available for such payment.

B. Payments to the Contractor will either be based on the fixed/flat fee set forth in the Price Proposal or, with respect to certain research and advice services, based upon a reasonable number of actual hours expended by the Contractor's attorneys and para-professionals in the performance of the services, as approved by the Contract Officer or her designee and STO. With respect to services performed for a fixed/flat fee, the Contractor shall submit an invoice at closing of the bond or lease program issue in the amount of the fixed/flat fee set forth in the Contractor's Price Proposal. With respect to such research and advice services, the Contractor shall submit detailed invoices setting forth the name of the attorney or para-professional providing services, the date of such services, a full description of the services performed, the hourly rate being charged, and the hours or fractional hours worked. The approved number of hours will be multiplied by the blended fixed hourly rates of compensation listed in Section 3.1.C below. In

certain circumstances, the amount of compensation for research and advice services will be limited to maximum amount (or “price cap”) per transaction proposed by each offeror in its price proposal.

C. Compensation under this Contract will be as follows: [INSERT FROM PRICE PROPOSAL OR BAFO, AS APPLICABLE].

3.2 If the Contractor performs services for a proposed bond issue or transaction and the bonds are not issued or the transaction is not closed, the Contractor, on a case-by-case basis, may be compensated for all or a portion of such services, at the sole discretion of the Contract Officer or her designee, if funds for such compensation are appropriated or are made available for such payment, and if approved by STO.

3.3 The Contractor will:

A. during the term of the Contract, be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Contractor in the performance of this Contract, subject to the terms and conditions set forth in the RFP, the approval of the Contracting Officer, and the rates set forth in the State’s standard travel regulations, as amended from time to time;

B. not be reimbursed for indirect costs such as secretarial services, employee overtime costs (including para-professional overtime costs), photocopying in connection with services unrelated to specific issuance of bonds, in-house messenger services, or long distance telephone or telefax message service between the Contractor and STO or the Office of the Attorney General (the “OAG”), or between co-venturers of a joint venture Contractor; and

C. maintain records relating to the costs and expenses incurred by the Contractor in the performance of this Contract for a period of three years from the date of final payment under this Contract.

Non-reimbursed expenses may not be recovered indirectly through “time” charges.

3.4 The Contractor shall submit invoices to the Contract Officer or her designee at the times or for the periods required by the Contract Officer or her designee, for costs and expenses incurred, itemized in a manner satisfactory to the Contract Officer or her designee and in accordance with Section 3.1B. Each invoice shall be submitted in accordance with Section 4.5 of the RFP.

3.5 STO shall not withhold federal, State, and local taxes and FICA taxes, if any, from payments made pursuant to this Contract.

4. Contract Officer. The Contract Officer for this Contract is Catherine Allen, Assistant Attorney General and Legal Director to STO.

5. Contract Modification. This Contract including the Attachments constitutes the entire agreement between the parties and any other communications between the parties before the execution of this Contract, whether written or oral, with reference to the subject matter of this Contract, are superseded by the agreements contained herein. This Contract may not be modified,

amended, changed, or altered except by written instrument executed by the parties hereto and approved by the Contract Officer.

6. Governing Law. This Contract shall be governed by the laws of the State of Maryland.

7. Nondiscrimination. The Contractor shall comply with all applicable federal and State laws, rules and regulations, and policies and procedures of the OAG and the State, involving nondiscrimination on the basis of race, color, creed, political or religious opinion or affiliation, marital status, sexual orientation, national origin, age, gender, ancestry, or disability of a qualified individual with a disability.

8. Contractor Responsibilities. The Contractor shall assume sole responsibility for all work to be performed under this Contract. The Contractor shall perform the services with the standard of care, skill, and diligence normally provided by nationally recognized bond counsel in the performance of services similar to the services to be performed hereunder. The Contractor shall not make any changes in the composition of the Legal Team specified by the Contractor pursuant to the RFP without the prior written consent of the Contract Officer or her designee. Any change to the composition of the Legal Team without the prior written consent of the Contract Officer or her designee may be deemed an event of default by the Contractor under this Contract. The Contractor confirms by its signature that it is thoroughly qualified and familiar with all required duties and responsibilities and will discharge the same diligently, fully, and properly, on an independent contractor basis, and in accordance with all ethical and professional duties and obligations.

9. Subcontracting. The Contractor shall not subcontract, in whole or in part, for any of the services to be performed under this Contract, without the prior written consent of the Attorney General and the Contract Officer.

10. Assignment of Contract. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract or any rights created hereunder to any person, firm, partnership, company, corporation or other entity without the prior written consent of the Attorney General and the Contract Officer.

11. Dissemination of Information. During the term of this Contract, the Contractor, without the prior written consent of the Contract Officer, (a) shall not (and shall not permit its agents or employees to) release, disseminate, publish, distribute or circulate, in any manner whatsoever any information, data, document or materials related to the services or performance of the services under this Contract or to this Contract, and (b) shall not publish any final reports or documents. The products of the efforts of the Contractor shall become and remain property of the Attorney General, and the Contractor will, at all times, keep the Contract Officer informed of efforts and progress made in the performance of its duties, or any other such duties as may be assigned.

12. Contingent Fee Prohibition. The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed

to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract. For breach or violation of this warranty, the Attorney General shall have the right to deduct from this Contract, such price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. Itemization of Expenses and Retention of Records.

A. The Contractor shall maintain, for each individual attorney and para-professional performing services on behalf of the Contractor under this Contract, complete time records pertaining to and documenting the Contract services. A summary of the time records (and any coding symbols necessary to interpret the records) indicating the name of the attorney or para-professional, the services rendered, the hourly rate being charged, and the amount of time spent by each such individual performing such work shall be available to the Contract Officer or designee, STO, and any auditors acting on their behalf, at all reasonable times during the term of this Contract and for a period of three years after the termination of this Contract.

B. The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Contract Officer or designee, at all reasonable times.

14. Financial Disclosure. The Contractor shall comply with Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State or its agencies and receives in the aggregate \$200,000 or more during a calendar year shall, within 30 days of the time when the \$200,000 amount is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

15. Professional Liability and Insurance. The Contractor shall maintain in full force and effect during the term of this Contract professional liability insurance in an aggregate amount of not less than \$5,000,000, which liability insurance shall include coverage for practice in the fields of tax and securities law. The Contractor agrees that thereafter it shall maintain for the entire period in which it and each of the attorneys on the Legal Team (subject to any applicable statute of limitations) may incur professional liability in connection with the performance or failure to perform services under this Contract, professional liability insurance in the aggregate amount of not less than \$5,000,000, which liability shall include coverage for practice in the fields of tax and securities law. However, if the Contractor is a joint venture, and provided that one venturing entity maintains the required insurance policy, the requirement of the Contractor to maintain insurance shall be satisfied if both joint venturers submit evidence to the Contract Officer (for prior written approval in the Contract Officer's sole discretion) that all members of the joint venture will have such coverage either through actual insurance policies or the equivalent.

16. Conflicts.

A. The Contractor agrees that during the term of this Contract it will not represent, or provide any service for, any parties whose interests are in conflict with the interests of STO and/or the OAG. To avoid potential conflicts of interest which may arise from the Contractor's simultaneous representation of STO and parties participating in transactions with STO and/or engaged in litigation with STO and/or the OAG, the Contractor agrees to examine its client/matter listings carefully on a periodic basis, to notify the Contract Officer or her designee immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest to the satisfaction of the Contract Officer or her designee.

B. The Contractor shall not permit the occurrence or continuance of a violation of Title 5 of the General Provisions Article of the Annotated Code of Maryland (the "**Public Ethics Law**") in connection with this Contract.

C. STO and/or the Contract Officer or her designee reserve the right to make the Contractor aware of situations in which they believe the Contractor is involved which may present a conflict of interest or violation of the Public Ethics Law and to request that the Contractor promptly remedy the situation.

D. By executing this Contract, the Contractor hereby acknowledges and agrees that, upon request of the Attorney General and the Contract Officer or designee, the Contractor, to the extent permitted by the Lawyers' Rules of Professional Conduct, will withdraw from representation of parties whose interests are adversary with the interests of STO and/or the OAG. In the event the Contractor is unable to perform any service or provide any legal representation or legal advice requested by STO or the OAG during the term hereof because of a conflict of interest, the Contractor, at the request of the Attorney General in his sole discretion, may be asked to subcontract or assign the specific request for legal service, legal representation or legal advice to other legal counsel and, in such event, the other legal counsel shall be subject to the prior approval of the Attorney General and to all terms and conditions under this Contract. The Contractor hereby further acknowledges that the Attorney General reserves the right, in his sole discretion, to select another law firm as bond counsel to represent STO in a particular matter if the conflict of interest is not resolved to the satisfaction of the Attorney General.

17. Compliance with Law. The Contractor hereby represents and warrants that:

A. It is qualified to do business in the State and that it will take such action as, from time to time, may be necessary to remain so qualified.

B. It is not in arrears with respect to the payment of any moneys due and owing the State, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.

C. It shall comply with all federal, State and local laws, ordinances, rules, and regulations applicable to its activities and obligations under this Contract.

D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

18. Non-Hiring of Employees. No official or employee of the State (as defined under Section 15-102 of the State Government Article, Annotated Code of Maryland), whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the party or parties hereby contracting with the State, or any entity that is a subcontractor under this Contract.

19. Termination of Contract for Default. If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provisions of this Contract, the Attorney General may terminate this Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied on as cause for termination. All finished or unfinished services provided by the Contractor, shall, at the Attorney General's option, become the property of the Attorney General provided STO has paid the sums, if any, due to the Contractor pursuant to this Section 19. STO shall pay the Contractor (a) fair and equitable compensation (based upon the rates of compensation described in Section 3 hereof) for satisfactory performance prior to receipt of notice of termination, and (b) all expenses reimbursable under this Contract incurred by the Contractor prior to receipt of such notice, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the Attorney General or STO can affirmatively collect damages.

20. Termination of Contract for Convenience. The performance of work under this Contract may be terminated by the Attorney General in accordance with this clause in whole, or from time to time in part, whenever the Attorney General shall determine that such termination is in the best interest of the Attorney General, STO, or the State. STO will pay the Contractor (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in Section 3 hereof, and (b) all reasonable expenses incurred by the Contractor prior to such date of termination.

21. Indemnification.

A. The Contractor, within the limitations of the Lawyers' Rules of Professional Conduct, shall indemnify, hold harmless and, upon request, defend, the Attorney General, STO, the State, and their respective officers, members, agents and employees (the "**Indemnitees**") from and against all claims, suits, judgments, expenses, actions, damages, and costs (including reasonable attorney's fees) of every name and description, arising out of or resulting from the performance of or failure to perform the services of the Contractor under this Contract or a breach of any or all of the Contractor's obligations under this Contract.

B. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.



C. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

D. The Attorney General, STO, and the State shall not assume any obligation to indemnify, hold harmless, or pay attorney's fees that may arise from or in any way be associated with the performance or operation of this Contract.

E. The Contractor shall immediately notify the Contract Officer or her designee of any claim or suit made or filed against the Contractor or its subcontractors resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the Indemnitees in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

22. Correction of Errors, Defects and Omissions. The Contractor, upon request, agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delay and without cost to STO or the OAG. The acceptance of the work set forth herein by the Contract Officer or her designee, shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

23. Political Contribution Disclosure. The Contractor shall comply with Election Law Article, Sections 14-101 through 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$200,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (a) February 5, to cover the six month period ending January 31; and (b) August 5, to cover the six month period ending July 31.

24. Nondiscrimination in Employment. The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

25. Living Wage Requirements. A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$\_\_\_\_ per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total Contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$\_\_\_\_ per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

This Contract has been deemed to be a Tier 1 contract.

26. Termination of Multi-Year Contract. If funds are not appropriated or if funds are not otherwise made available for the continued performance of this Contract at any time during the Contract term, this Contract may be canceled by the Attorney General as of the time for which funds were not appropriated or otherwise made available; however, this will not affect the Attorney General's rights under any other termination clause of this Contract. The effect of termination of this Contract pursuant to this Section will be to discharge the Contractor, the Attorney General, and STO from future performance of this Contract, but not from their obligations existing at the time of termination. The Contractor shall be paid (a) compensation for services satisfactorily performed prior to the date of termination based upon the rates set forth in Section 3 hereof, and (b) all reasonable expenses incurred by the Contractor prior to such date of termination. The Attorney General shall notify the Contractor within thirty days prior to the termination of this Contract pursuant to this Section.

27. Liability for Loss of Data. In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records.

28. Patents, Copyrights and Trade Secrets. If the Contractor furnishes any design, device, material, process or other item, which is covered by a patent, or copyright or which is proprietary to or a trade secret of another, Contractor shall obtain the necessary permission or license to use such item.

Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by Contractor infringes any patent, trademark, copyright, or trade secret. Contractor also will pay all damages and costs that by final judgment may be assessed against the State due to such infringement and all attorney fees and litigation expenses reasonably

incurred by the State to defend against such a claim or suit. The obligations of this paragraph are in addition to those stated in the next paragraph.

If any product(s) furnished by Contractor become, or in Contractor's opinion are likely to become, the subject of a claim of infringement, Contractor will, at its option: (1) procure for the State the right to continue using the applicable item; (2) replace the product with a non-infringing product substantially complying with the item's specifications; or (3) modify the item so it becomes non-infringing and performs in a substantially similar manner to the original item.

29. Ownership of Documents and Materials.

A. The Contractor agrees that all documents and materials (in any formats or media whatsoever) in the Contractor's possession or control, including but not limited to all bond documents, loan documents, program documents, official statements, certificates, and other documents related thereto, and drafts of and forms for such documents, prepared by or for the Contractor under the terms of this Contract (collectively, the "**Files**") shall at any time during the performance of the services be made available to the Attorney General upon request by the Attorney General or the Contract Officer or her designee and shall become and remain the property of the Attorney General upon expiration of this Contract or completion of the services from time to time. The Attorney General shall have the right to use the Files without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.

B. Immediately upon termination or expiration of this Contract, upon request, the Contractor shall deliver the Files to the Contract Officer or her designee or to a location within the State designated by the Contract Officer or her designee. The Contractor shall have the right to retain copies of those portions of the Files which the Contractor reasonably requires for professional liability purposes.

30. Procurement Regulations. This Contract is not subject to the provisions of Division II of the State Finance and Procurement Article of the Annotated Code of Maryland or State procurement regulations as set forth in COMAR Title 21 (collectively the "**Procurement Law**"). Nonetheless, the requirements of the Procurement Law will be applied to this Contract to the extent practicable and consistent with obtaining the best legal counsel for the State, all as determined in the Contract Officer's sole discretion. The dispute resolution and appeal procedures contained in the Procurement Law will not apply to this Contract.

31. No Assurance of Work. The Contractor acknowledges that the Attorney General may award additional contracts for special bond counsel for STO. The Contractor further acknowledges that it has received no assurances of any minimum amount or type of work under this Contract. The Contract Officer, or her designee, shall have the sole discretion to determine which contractor shall be assigned to handle a particular transaction and shall have the further right to assign a particular transaction to another contractor if the Contract Officer or her designees determines such action to be in the best interest of STO.

32. Affidavits. Attached to this Contract as Attachment C are the Affidavits, each of which has been completed and signed on behalf of the Contractor and which contains certifications of the Contractor with regard to corporate registration, tax payment and other matters.

33. Notices. Service of any notice under this Contract shall be complete upon receipt of such notice, mailed through the United States mail, postage prepaid, or hand delivered to the Contract Officer or her designee, if such notice is to David P. Chaisson, Assistant Attorney General and Principal Counsel to the State Treasurer's Office, at Office of the Attorney General, Louis L. Goldstein Treasury Building, 80 Calvert Street, Room, Fourth Floor, Annapolis, Maryland 21401; or to the person executing this Contract on behalf of the Contractor, if such notice is given to the Contractor, at \_\_\_\_\_, \_\_\_\_\_, Maryland \_\_\_\_\_.

34. Cost and Price Certification. The Contractor has submitted cost or price information and certifies that, to the best of its knowledge, the information submitted is accurate, complete and current as of the Commencement Date. The prices under this Contract or any Contract modification, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the Commencement Date, was inaccurate, incomplete or not current.

35. Waiver. The waiver by either party hereto of a breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party.

36. Suspension of Work. The Contract Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Contract Officer may determine to be appropriate for the convenience of the State.

37. Effective Date. This Contract shall take effect upon approval and execution by the Attorney General, provided it has first been duly executed by the Contractor.

**[SIGNATURES APPEAR ON FOLLOWING PAGES]**

**WITNESS** the following signatures and seals:

**WITNESS:**

\_\_\_\_\_

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Taxpayer Identification Number)

**WITNESS:**

**THE ATTORNEY GENERAL OF  
THE STATE OF MARYLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Brian E. Frosh

\_\_\_\_\_  
(Date)

Approved for form and legal sufficiency:

\_\_\_\_\_  
Assistant Attorney General

\_\_\_\_\_  
(Date)

**REVIEWED AND ACKNOWLEDGED—FUNDING AVAILABLE:**

STATE TREASURER’S OFFICE

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**APPENDICES TO CONTRACT:**

Appendix A: Request for Proposals for Special Bond counsel dated \_\_\_\_\_, 2020

Appendix B: Contractor’s Technical Proposal and Price Proposal dated \_\_\_\_\_, 2020

Appendix C: Executed Bid/Proposal Affidavit, Living Wage Affidavit and Contract Affidavit

**ATTACHMENT G**  
**CONTRACT AFFIDAVIT**

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

I, (print name) \_\_\_\_\_, possess the legal authority to make this Affidavit on behalf of (print business name) \_\_\_\_\_.

**B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

**I FURTHER AFFIRM THAT:**

The business named above is a (check applicable items):

- (1) Corporation — \_\_\_ domestic or \_\_\_ foreign;
- (2) Limited Liability Company — \_\_\_ domestic or \_\_\_ foreign;
- (3) Partnership — \_\_\_ domestic or \_\_\_ foreign;
- (4) Statutory Trust — \_\_\_ domestic or \_\_\_ foreign;
- (5) \_\_\_ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies the true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_

**C. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, Election Law Article, §§14-101 to 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$200,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**E. DRUG AND ALCOHOL FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

**I CERTIFY THAT:**

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the Contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business's workplace and specifying the



actions that will be taken against employees for violation of these prohibitions;

- (c) Prohibit its employees from working under the influence of drugs or alcohol;
- (d) Not hire or assign to work on the Contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
  - (i) The dangers of drug and alcohol abuse in the workplace;
  - (ii) The business's policy of maintaining a drug and alcohol free workplace;
  - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the Contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the Contract, the employee shall:
  - (i) Abide by the terms of the statement; and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the Procurement Officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
  - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a) through (j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the Contract.
- (4) I acknowledge and agree that:
  - (a) The award of the Contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the Contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the Contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**F. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 2020, and executed by me for the purpose of obtaining the Contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY  
THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE  
BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(print name of Authorized Representative and Affiant)

\_\_\_\_\_  
(signature of Authorized Representative and Affiant)